

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

THE WEINSTEIN COMPANY HOLDINGS LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 18-10601 (MFW)
Jointly Administered

Re: Docket No. 282

**ENDEMOL SHINE INTERNATIONAL LIMITED’S OBJECTION TO
SUPPLEMENTAL NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNTS**

Endemol Shine International Limited (“Endemol Shine”) hereby objects to the Notice of Supplemental Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amounts (the “Supplemental Assumption Notice”) sent by the above-captioned debtors and debtors-in-possession in this case (“Debtors”) on April 20, 2018 with respect to the agreement dated December 31, 2013 between Endemol Shine and debtor Weinstein Television LLC (“Weinstein TV”) relating to the marketing, sale, and distribution of certain seasons of “Peaky Blinders” (as amended to date, the “Agreement”). A copy of the Supplemental Assumption Notice is attached hereto as **Exhibit A** for ease of reference.

Endemol Shine has already filed an objection to the original assumption notice delivered to it by the Debtors on April 13, 2018 (the “Original Assumption Notice”), which objection was filed on April 27, 2018 as Docket No. 481 (the “Original Objection”). Endemol Shine incorporates all of the facts and arguments in the Original Objection by this reference, including without limitation the arguments that the Agreement was terminated pre-petition, that Endemol Shine was fraudulently induced into entering into the Agreement, and that the Agreement is a

¹ The last four digits of The Weinstein Company Holdings LLC’s federal tax identification number are (3837). The mailing address for The Weinstein Company Holdings LLC is 99 Hudson Street, 4th Floor, New York, New York 10013. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <http://dm.epiq11.com/twc>.

“personal services” type of agreement that may not be assumed pursuant to Section 365(c)(1) of the Bankruptcy Code. To that, Endemol Shine adds the following bases for objection:

Additional Objections

1. The only substantive difference between the Original Assumption Notice and the Supplemental Assumption Notice is that the Supplemental Assumption Notice gives a cure under the Agreement of \$0, whereas the Original Assumption Notice gave a cure amount of \$827,630.

2. Endemol objects to the \$0 cure amount asserted in the Supplemental Assumption Notice.² By Endemol Shine’s calculation, the cure amount is at least \$269,630.00, which is the balance owed to Endemol Shine as of the petition date. Said \$269,630.00 balance is comprised of the following:

(a) \$67,328.00 for Peaky Blinders Season 1;

(b) \$67,302.00 for Peaky Blinders Season 2; and

(c) two invoices for \$67,500.00 each which were paid by Netflix to the Debtors before termination.

3. However, the actual amount to cure the Agreement would be higher than the above, since the \$269,630.00 figure is calculated assuming that the Agreement terminated December 20, 2017, after which point reporting and monitoring under the Agreement ceased. In order for the Debtors to assume the Agreement, the Court would need to find that it had not been terminated. So, in the event the Court found the Agreement not to have been terminated and then approved its assumption and assumption, additional amounts would be owed for the period from the date of termination on December 20, 2017 to the assumption. Since there has been no

² It is not clear on the face of the document, but Endemol assumes, out of caution, that the Supplemental Assumption Notice is meant to supersede the Original Assumption Notice.

reporting under the Agreement since its termination, Endemol Shine reserves the right to supplement its asserted cure figure once it has been able to analyze the post-termination period and what may be owing under the Agreement.

Reservation of Rights

4. Endemol Shine reserves the right to supplement this Objection as it obtains new facts and conducts additional analysis concerning the Agreement and its relationship with Weinstein TV.

WHEREFORE, for the reasons set forth herein and in the Original Objection, Endemol Shine requests that the Court deny the assumption and assignment of the Agreements proposed in the Supplemental Assumption Notice.

Dated: May 1, 2018
Wilmington, Delaware

POTTER ANDERSON & CORROON LLP

/s/ Jeremy W. Ryan

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